

Instructions for Renewal of FSMC Contracts

The following documents make up the Contract Renewal packet and must be completed and submitted to MDE for review and approval **prior** to being executed and signed by a sponsor's board:

- ✓ Signed by the **COMPANY** ONLY - Contract Renewal Agreement
- ✓ Signed by the **COMPANY** ONLY - Agreement Page
- ✓ Signed by the **SPONSOR** ONLY - Acknowledgement for Contract Renewal

If there are any changes or additions to the food service program, the sponsor must first notify MDE for review and discussion prior to implementation.

1. Company will complete the Contract Renewal Agreement form, which must be signed and dated by the company upon submission to the sponsor. All fields must be completed with rate information, sponsor name, district code, original contract year, renewal year, etc.
2. Sponsor will check the agreement for accuracy. The rates for the prior year must match what was approved by MDE and should be in accordance with the allowable percentage increase. The Consumer Price Index for All Urban Consumers (**CPI-U**) for the Midwest Region for **December 2021** is **7.7%** as released by the U.S. Bureau of Labor Statistics.
3. Sponsor must review, sign and date the Acknowledgement for Contract Renewal form.
4. Sponsor will submit completed documents by email to MDE-FSMC-Vended@michigan.gov for MDE review and approval. Identify in email to MDE:
 - **If the sponsor and company have set an agreed upon budget.**
 - **If there will be a guaranteed return and the amount if applicable.**
 - **If there will be any planned client investment and the amount if applicable.**
5. After MDE issues approval, the official approval letter will be sent addressed to the superintendent's office as listed in the EEM. Please make sure the information in the EEM is up to date.
6. Upon MDE approval, sponsor will execute the Contract Renewal Agreement and Agreement Page, the authorized representative will sign and date each form, then **sponsor will send executed forms to MDE.**

Please note MDE may also request menus during this process to verify compliance with program requirements.

Questions may be addressed to the Contract Unit staff at MDE-FSMC-Vended@michigan.gov.

Southfield Public Schools

School District Name	2019
63060	3
School District Code	Renewal Year (1, 2, 3, or 4)

Year of Original Contract	2019
3	3
Renewal Year (1, 2, 3, or 4)	Renewal Year (1, 2, 3, or 4)

Contract Renewal Agreement - FSMC Cost Reimbursable Contract

This document contains the rates and fees for the furnishing of food service management for nonprofit food service programs for the period beginning **July 1, 2022**, and ending **June 30, 2023**. The terms and conditions of the original contract are applicable to the contract renewal.

The bidder shall not plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the proposal.

RATES MUST NOT BE ROUNDED UP

	% Increase per Contract**	2021-2022 Rate	2022-2023 Rate
1. Equivalent Meal Factor			
2. Management Fee per Meal (Breakfasts and Lunches) and Meal Equivalent (A la Carte)	1%	\$0.0397	\$0.0401
3. Administrative Fee per Meal or Month	1%	\$7,650.75	\$7,727.26
4. Reimbursable Breakfasts			
5. Reimbursable Lunches*			
6. A la Carte Meal Equivalents*			
7. After School Snacks			
8. At Risk Suppers*			
9. Special Milk			
10. Amount of Advance Payment for the 22-23 school year, if any			\$150,000.00
11. Amount of Guaranteed Return for the 22-23 school year, if any			NONE
12. Amount of Planned Client Investment for the 22-23 school year, if any			

*Rates must be the same.

**Percentage increase must not exceed the allowable increase established in the original contract.

By submission of this proposal, the FSMC certifies that, in the event it receives a renewal award under this solicitation, the FSMC shall operate in accordance with applicable program laws and regulations. This agreement shall not exceed one year.

Signed: Monty Staggs
 Food Service Management Company Representative
Monty Staggs, CEO
 Printed Name/Title

04/06/2022
 Date

Acceptance of Contract Renewal Agreement

Signed: _____
 School Food Authority Representative

 Printed Name/Title

 Date

AGREEMENT PAGE – FSMC Contract Renewal

This bidder has certified that he/she shall operate in accordance with all applicable State and Federal laws and regulations.

This solicitation/contract, attachments, and the Request for Proposal (RFP) of the successful bidder, with addenda, if any, constitute the entire agreement between the School Food Authority (SFA) and Food Service Management Company (FSMC). The parties shall not execute any additional contractual documents pertaining to this RFP, except as permitted by applicable law.

This Agreement shall be in effect for one year from July 1, 2022, to June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative on this day and year.

Year of

Original Contract: _____ 2019 _____ **Contract Renewal Year:** 1 2 **3** 4

ATTEST:

Signature of Witness for SFA

Name of School Food Authority

Signature of SFA Representative

Name

Title

Date

ATTEST:

Signature of Witness for FSMC

Southwest Foodservice Excellence, LLC
Name of Food Service Management Company

Monty Staggs

Signature of FSMC Representative

Monty Staggs

Name

CEO

Title

04/06/2022

Date

Acknowledgement for Contract Renewal

By submission of the contract renewal documents, the School Food Authority (SFA) of **Southfield School District** acknowledges its responsibilities as outlined in the food service contract, including the overall operational and financial responsibility for the Child Nutrition Programs.

The SFA acknowledges it is required to conduct monthly (or at least quarterly) invoice reconciliations of its food service contract to ensure compliance with Federal law.

The SFA certifies its staff directly and independently conducts reconciliations of food service contract invoices to verify the following: usage and crediting of USDA Foods, allowable costs, and the accuracy of fees and/or per meal charges in accordance with the district's food service contract.

The SFA further acknowledges it may be required to submit copies of any and all books and records pertaining to the food service contract including, but not limited to, food service contract invoices with supporting documentation from the FSMC or Vendor, internal SFA reconciliation materials, distributor invoices, and all other related documents.

Signature of SFA Representative

Date

Printed Name of SFA Representative